

IN THE IOWA DISTRICT COURT FOR DUBUQUE COUNTY

KEVIN ALDRIDGE  Plaintiff,  v.  H & R ACCOUNTS, INC.  Defendant.	PETITION AT LAW
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COMES NOW the Plaintiff and for their cause of action states to the court that:

1. The Plaintiff is and was at all relevant times, a resident of Dubuque County, Iowa.
2. The Defendant H & R Accounts, Inc. is an Illinois Corporation, with its Registered Office in Cook County.

**FACTUAL ALLEGATIONS**

3. Defendant attempted to collect a debt allegedly owed by Plaintiff relating to consumer purchases allegedly owed to Medical Associates Clinic PC ("Medical").
4. The debt at issue arises out of an alleged transaction which was primarily for personal, family or household purposes and falls within the definition of "debt" for purposes of 15 U.S.C. § 1692a(5).
5. On or about September 28, 2016, Plaintiff and Medical entered into a settlement agreement for Plaintiff's Medical account ending 0455. A copy of the settlement agreement is attached herein as Exhibit A.
6. Pursuant to the terms of the settlement, Plaintiff was required to make one lump sum payment totaling \$1,026.00 to settle and close his Medical account.
7. Thus, Medical acknowledged in writing that it had agreed to a settlement with Plaintiff, in consideration of a payment which Plaintiff would be required to make.

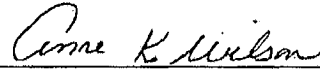
8. Plaintiff via his debt settlement company, National Debt Relief ("NDR"), timely made the settlement payment.
9. Medical accepted and cashed the requisite payment. Proof of this payment is attached herein as Exhibit B.
10. Thereafter, on March 13, 2017, Plaintiff received two dunning letters from Defendant.
11. In one letter, Defendant referenced a balance on the account in the amount of \$472.10. In the second letter, Defendant referenced a balance on the account in the amount of \$2,285.45. These letters are attached herein as Exhibit C.
12. These letters were false misrepresentations of the debt because as thoroughly explained above, Plaintiff made and Medical cashed the requisite payment pursuant to the abovementioned settlement agreement. The balance is \$0.00.
13. Defendant knew or should have known that its actions violated the FDCPA. Additionally, Defendant could have taken the steps necessary to bring its actions within compliance with the FDCPA, but neglected to do so and failed to adequately review its actions to ensure compliance with said laws.
14. At all times pertinent hereto, Defendant was acting by and through its agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendant herein.
15. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

**FIRST CAUSE OF ACTION**

(Fair Debt Collection Practices Act)

16. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
17. The above contacts between Defendant and Plaintiff were "communications" relating to a "debt" as defined by 15 U.S.C. § 1692a(2) and 1692a(5) of the FDCPA.
18. FDCPA § 1692f(1) prohibits the use of unfair or unconscionable practices to collect a debt, including collection of any amount not authorized by the contract or law.
19. FDCPA 15 U.S.C. § 1692e(2)(a) prohibits the false representation of the character, amount or legal status of any debt.
20. FDCPA 15 U.S.C. § 1692e(10) prohibits any false, misleading, or deceptive representation or means in connection with the collection of a debt.
21. Defendant violated these provisions of the FDCPA by refusing to honor the prior settlement agreement and attempting to deceptively recover additional monies from Plaintiff.
22. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff for actual damages, statutory damages which can be up to \$1,000, attorney's fees and costs.

WHEREFORE, Plaintiff prays that the Court enter a judgment in favor of the Plaintiff, and for such other and further relief as the Court deems just and equitable in the premises.



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ATTORNEY FOR PLAINTIFF

09/28/2016

RE : Kevin Aldridge  
 SSN : [REDACTED]  
 Acct# : [REDACTED]

Original Creditor : Medical      Current Balance : \$2,051.07  
 Third Party : AAMS      Settlement Amount : \$1,026.00

ATTN : Mila

Greetings,

Please be advised that the above referenced debtor has hired National Debt Relief in an attempt to settle their outstanding debt(s) in your office. Our client is experiencing a severe financial hardship.

National Debt Relief has been authorized to offer the following terms:

Payment Date	Payment Amount
10/28/2016	\$1,026.00

By signing below you acknowledge that you have the authority to settle the above referenced account for the above listed terms. Upon receipt and clearance of the above reference payment(s), our client will be released from further obligation and the account will be considered settled in full.

I have read, understand and agree with the above terms.		
Authorized Representative	Signature	Date
{{Sig_es_:signer1:fullname}}	{{Sig_es_:signer1:signature}}	{{Dte_es_:signer1:date}}

Thank you for your time,

Jennifer Sanzone  
 National Debt Relief  
 Main: 888-660-7427 Ext.  
 Email: jennifer.s@nationaldebtrelief.com

2017-03-30 03:5

FEDERAL RESERVE SYSTEM

FedACH

Item Detail

Item Information

Originator ABA:



Account Number:



Receiver ABA:



Trans Code:



Individual Name: KEVIN ANDREW ALDRIDGE

Amount: \$1,026.00

Individual ID No:



Description:

Trace Number:



Output Batch Information

Company Name: AAMS

Batch Number:



Service Class:



Company ID:



SEC Code:



Effective Entry Date: 10/31/2016

Company Entry Description: PAYMENT

Settlement Date: 10/31/2016

114.18

1. The first group of people who are not in the labor force are those who are not in the labor force because they are not in the labor force.

...the ... ..

1. The first part of the document discusses the importance of maintaining accurate records of all transactions, both incoming and outgoing. It emphasizes that this practice is essential for ensuring transparency and accountability in financial management.

2. The second part outlines the various methods used to collect and analyze data, highlighting the role of statistical analysis in identifying trends and patterns over time. This section also addresses the challenges associated with data collection and the need for robust quality control measures.

3. The third part focuses on the implementation of internal controls designed to prevent fraud and mismanagement. It details the establishment of clear policies and procedures, as well as the regular monitoring and auditing of these systems to ensure their effectiveness.

4. Finally, the fourth part discusses the importance of communication and collaboration among all stakeholders involved in the organization's operations. It stresses that open dialogue and shared responsibility are key to achieving long-term success and sustainability.